



INEEL

Idaho National Engineering and Environmental Laboratory

July 16, 2002

Mr. Gary V. Olsen
5005 South 9th East
Idaho Falls, ID 83404

4485

LEASE AGREEMENT C92-160259 – NORTH BOULEVARD ANNEX - MODIFICATION NO. 11

Dear Mr. Olsen:

THIS MODIFICATION NO. 11, effective July 1, 2002, is to accomplish the following:

- Extend the term
- Establish rental rate
- Include maintenance provision

The parties hereto mutually agree to the following:

I. ARTICLE 5 – TERM OF THE LEASE

The lease term is hereby extended for one year, from July 1, 2002, through June 30, 2003. Lessee shall have the right to exercise four consecutive, one-year option terms, provided written notice be given to Lessor at least 90 days before this lease or any option term thereof would otherwise expire.

Payment by Lessee of first months rent for any option term shall constitute exercise of option irrespective of timely submittal by Lessee of notice to exercise the option term.

II. ARTICLE 6 – RENTAL PAYMENTS

For the one-year term from July 1, 2002, through June 30, 2003, the Lessee will pay the Lessor \$76,269.00 per annum, payable monthly in arrears, at the rate of \$6,355.75 per month.

Option term rates are:

Option No. 1:	July 1, 2003	through	June 30, 2004	\$6,546.42/month in arrears
Option No. 2:	July 1, 2004	through	June 30, 2005	\$6,742.82/month in arrears
Option No. 3:	July 1, 2005	through	June 30, 2006	\$6,945.10/month in arrears
Option No. 4:	July 1, 2006	through	June 30, 2007	\$7,153.45/month in arrears

III. ARTICLE 10 – MAINTENANCE OF PREMISE shall also include:

The Lessor shall perform maintenance and repairs in compliance with municipal, state and federal codes and regulations. To minimize disruption of Lessee operations, Lessor may at reasonable times, and with reasonable advance notice to the authorized Lessee Technical Representative in charge, enter and inspect the same and perform any necessary maintenance or repairs thereto.

Lessor must obtain advance concurrence from Lessee Technical Representative regarding planned work on power systems, plumbing, or any other item that may affect the facility function, or potentially affect the working ability, safety and/or health of the occupants.

Except only as changed by this Modification No. 11, or to the extent rendered inconsistent herewith, all of the terms and conditions of Lease Agreement No. C92-160259 and Modification Nos. 1-10 shall remain in full force and effect.

Two original copies of this Modification document are forwarded. Please execute one and return to the undersigned. The other is provided for your files.

LESSOR

Gary V. Olsen

LESSEE

BECHTEL BWXT IDAHO, LLC

By: 

Gary V. Olsen

Title: Owner

By: 

Scott W. Harrison

Title: Director, SCM&C